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8 **UNITED STATES DISTRICT COURT**
9
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 JOSEPH CHARLES EVANS,
12 Individually; ET AL,

13 Plaintiffs,

14 vs.

15
16 COUNTY OF LOS ANGELES, a
17 public entity, ET AL,

18 Defendants.

Case No.: 2:19-cv-00793 MWF (JEMx)

(Hon. Michael W. Fitzgerald)

19
20 **ORDER RE: STIPULATION FOR
PROTECTIVE ORDER**

21
22 **Protective Order**

23 In the course of discovery in this proceeding, Plaintiff and Defendants,
24 referred to as the “designated parties,” will produce or receive certain valuable
25 confidential and proprietary information for which special protection from public
26 disclosure and from use for any purpose other than prosecuting this litigation may
be warranted. Accordingly, the parties hereby stipulate to and petition the Court
to enter the following Stipulated Protective Order (hereafter “this Order”).

27 The parties acknowledge that this Order does not confer blanket protections
28 on all disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that are
2 entitled to confidential treatment under the applicable legal principles.

3 **I. GOOD CAUSE STATEMENT**

4 Limiting disclosure of these documents to the context of this litigation as
5 provided herein will, accordingly, further important law enforcement objectives
6 and interests, including the safety of personnel and the public, as well as
7 individual privacy rights of plaintiff, the individual defendants, and third parties.
8 Further, the order will protect the privacy rights and HIPPA rights of parties in
9 this matter.

10 Such confidential materials and information consist of, among other things,
11 materials entitled to privileges and/or protections under the following: the United
12 States Constitution, First Amendment; the California Constitution, Article I,
13 Section 1; California Penal Code §§ 832.5, 832.7, and 832.8; California Evidence
14 Code §§ 1040 and 1043 et seq.; the Privacy Act of 1974, 5 U.S.C. § 552a; Health
15 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-
16 191, decisional law relating to such provisions; and information otherwise
17 generally unavailable to the public, or which may be privileged or otherwise
18 protected from disclosure under state or federal statutes, court rules, case
19 decisions, or common law. Defendants also contend that such confidential
20 materials and information consist of materials entitled to the Official Information
21 Privilege.

22 Confidential information with respect to the Defendants may include but is
23 not be limited to: personnel files; internal investigative files and documents; email
24 and written correspondence records; and policies and procedures that are kept
25 from the public in the ordinary course of business, as well as other items subject to
26 the Official Information Privilege and other privileges such as privacy pertaining
27 to psychological and medical notes, evaluations, reports, and treatment plans..
28 Confidential information with respect to the Plaintiff may include but is not be

1 limited to: employment and financial records; email and written correspondence
2 records; video footage and/or photographs of the incident; and psychological and
3 medical notes, evaluations, reports, and treatment plans.

4 The designated parties intend that this information be kept confidential and
5 not be used for any purpose other than in this action.

6 Accordingly, to expedite the flow of information, to facilitate the prompt
7 resolution of disputes over confidentiality of discovery materials, to adequately
8 protect information the parties are entitled to keep confidential, to ensure that the
9 parties are permitted to reasonably use such material in preparation for and in
10 conduct of trial, to address their handling at the end of the litigation, and serve the
11 ends of justice, a protective order for such information is justified in this matter.
12 It is the intent of the parties that information will not be designated as confidential
13 for tactical reasons and that nothing be so designated without a good faith belief
14 that it has been maintained in a confidential, non-public manner, and there is good
15 cause why it should not be part of the public record of this case.

16 **II. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
17 **SEAL**

18 The parties further acknowledge that this Order does not entitle them to file
19 confidential information under seal; Local Civil Rule 79-5 sets forth the
20 procedures that must be followed and the standards that will be applied when a
21 party seeks permission from the court to file material under seal.

22 There is a strong presumption that the public has a right of access to judicial
23 proceedings and records in civil cases. In connection with non-dispositive
24 motions, good cause must be shown to support a filing under seal. See *Kamakana*
25 v. *City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
26 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*
27 *Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
28 protective orders require good cause showing), and a specific showing of good

1 cause or compelling reasons with proper evidentiary support and legal
2 justification, must be made with respect to Protected Material that a party seeks to
3 file under seal. The parties' mere designation of Disclosure or Discovery Material
4 as CONFIDENTIAL does not— without the submission of competent evidence by
5 declaration, establishing that the material sought to be filed under seal qualifies as
6 confidential, privileged, or otherwise protectable—constitute good cause.

7 Further, if a party requests sealing related to a dispositive motion or trial,
8 then compelling reasons, not only good cause, for the sealing must be shown, and
9 the relief sought shall be narrowly tailored to serve the specific interest to be
10 protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
11 2010). For each item or type of information, document, or thing sought to be filed
12 or introduced under seal in connection with a dispositive motion or trial, the party
13 seeking protection must articulate compelling reasons, supported by specific facts
14 and legal justification, for the requested sealing order. Again, competent evidence
15 supporting the application to file documents under seal must be provided by
16 declaration.

17 Any document that is not confidential, privileged, or otherwise protectable
18 in its entirety will not be filed under seal if the confidential portions can be
19 redacted. If documents can be redacted, then a redacted version for public
20 viewing, omitting only the confidential, privileged, or otherwise protectable
21 portions of the document, shall be filed. Any application that seeks to file
22 documents under seal in their entirety should include an explanation of why
23 redaction is not feasible.

24 **III. DEFINITIONS**

25 The designated parties therefore agree, through their respective attorneys, as
26 follows:

27 4.1 Action: *Joseph Charles Evans, et al., v. County of Los Angeles, et al.*,
28 Case No.: 2:19-cv-00793 MWF (JEMx)

1 4.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 4.3 “CONFIDENTIAL” Information or Items: Information (regardless of
4 the medium or manner in which it is generated, stored, or maintained) or tangible
5 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and
6 as specified above in the Good Cause Statement.

7 4.4 Counsel: General Counsel of Record and House Counsel (as well as
8 their support staff).

9 4.5 Designating Party: a Party or Non-Party that designated information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 4.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained
14 (including, among other things, testimony, transcripts, and tangible things), that
15 are produced or generated in disclosures or responses to discovery in this matter.

16 4.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve
18 as an expert witness or as a consultant in this Action.

19 4.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include General Counsel of Record or any other outside
21 counsel.

22 4.9 Non-Party: any natural person, partnership, corporation, association or
23 other legal entity not named as a Party to this action.

24 4.10 General Counsel of Record: attorneys who are not employees of a
25 party to this Action but are retained to represent or advise a party to this Action
26 and have appeared in this Action on behalf of that party or are affiliated with a law
27 firm that has appeared on behalf of that party, as well as their support staff.

28 4.11 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and General Counsel of Record (and
2 their support staffs).

3 4.12 Producing Party: a Party or Non-Party that makes a Disclosure or
4 produces Discovery Material in this Action.

5 4.13 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits
7 or demonstrations, and organizing, storing, or retrieving data in any form or
8 medium) and their employees and subcontractors.

9 4.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as “CONFIDENTIAL.”

11 4.15 Producing Party: a Party that makes a Disclosure or produces
12 Discovery Material to the Receiving Party.

13 4.15 Receiving Party: a Party that receives a Disclosure or Discovery
14 Material from a Producing Party.

15 **IV. SCOPE**

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel (as defined by Sections 4.8 and 4.10) that
21 might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 **V. DURATION**

25 The confidentiality obligations imposed by this Order shall remain in effect
26 until Final Disposition of this case. “Final Disposition” shall be deemed to be the
27 later of (1) dismissal of all claims and defenses in this Action, with or without
28 prejudice; and (2) final judgment herein after the completion and exhaustion of all

1 appeals, rehearings, remands, trials, or reviews of this Action, including the time
2 limits for filing any motions or applications for extension of time pursuant to
3 applicable law.

4 **VI. DESIGNATING PROTECTED MATERIAL**

5 Exercise of Restraint and Care in Designating Material for Protection. Each
6 Party or Non-Party that designates information or items for protection under this
7 Order must take care to limit any such designation to specific material that
8 qualifies under the appropriate standards. The Designating Party must designate
9 for protection only those parts of material, documents, items or oral or written
10 communications that qualify so that other portions of the material, documents,
11 items or communications for which protection is not warranted are not swept
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate or routinized designations are prohibited. Designations
14 that are shown to be clearly unjustified or that have been made for an improper
15 purpose (e.g., to unnecessarily encumber the case development process or to
16 impose unnecessary expenses and burdens on other parties) may expose the
17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that
19 it designated for protection do not qualify for protection, that Designating Party
20 must promptly notify all other Parties that it is withdrawing the inapplicable
21 designation.

22 Manner and Timing of Designations. Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for
25 protection under this Order must be clearly so designated before the material is
26 disclosed or produced.

27 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material. If only a portion of the material on a page qualifies
6 for protection, the Producing Party also must clearly identify the protected
7 portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for
9 inspection need not designate them for protection until after the inspecting Party
10 has indicated which documents it would like copied and produced. During the
11 inspection and before the designation, all of the material made available for
12 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must
14 determine which documents, or portions thereof, qualify for protection under this
15 Order. Then, before producing the specified documents, the Producing Party must
16 affix the “CONFIDENTIAL legend” to each page that contains Protected
17 Material. If only a portion of the material on a page qualifies for protection, the
18 Producing Party also must clearly identify the protected portion(s) (e.g., by
19 making appropriate markings in the margins).

20 (b) for testimony given in depositions that the Designating Party
21 identifies the Disclosure or Discovery Material on the record, before the close of
22 the deposition all protected testimony.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL.” If only a portion or portions of the information
27 warrants protection, the Producing Party, to the extent practicable, shall identify
28 the protected portion(s).

1 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 Timing of Challenges. Any Party or Non-Party may challenge a designation
9 of confidentiality at any time that is consistent with the Court's Scheduling Order.

10 Meet and Confer. The Challenging Party shall initiate the dispute resolution
11 process under Local Rule 37-1 et seq.

12 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
13 stipulation pursuant to Local Rule 37-2.

14 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has
18 waived or withdrawn the confidentiality designation, all parties shall continue to
19 afford the material in question the level of protection to which it is entitled under
20 the Producing Party's designation until the Court rules on the challenge.

21 **VII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has
23 disclosed Protected Material to any person or in any circumstance not authorized
24 under this Order, the Receiving Party must immediately (a) notify in writing the
25 Designating Party of the unauthorized disclosures, (b) use its best efforts to
26 retrieve all unauthorized copies of the Protected Material, (c) inform the person or
27 persons to whom unauthorized disclosures were made of all the terms of this
28 Order, and (d) request such person or persons to execute Exhibit A.

1 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with
4 this Action only for prosecuting, defending or attempting to settle this Action.
5 Such Protected Material may be disclosed only to the categories of persons and
6 under the conditions described in this Order. When the Action has been
7 terminated, a Receiving Party must comply with the provisions of section 13
8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party
10 at a location and in a secure manner that ensures that access is limited to the
11 persons authorized under this Order.

12 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
13 ordered by the court or permitted in writing by the Designating Party, a Receiving
14 Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
17 well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
6 they will not be permitted to keep any confidential information unless they
7 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
8 otherwise agreed by the Designating Party or ordered by the court. Pages of
9 transcribed deposition testimony or exhibits to depositions that reveal Protected
10 Material may be separately bound by the court reporter and may not be disclosed
11 to anyone except as permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 **IX. INADVERTENT PRODUCTION OF PRIVILEGED OR**
15 **OTHERWISE PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection, the obligations of the Receiving Parties are those set forth in Federal
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
20 whatever procedure may be established in an e-discovery order that provides for
21 production without prior privilege review. Pursuant to Federal Rule of Evidence
22 502(d) and (e), insofar as the parties reach an agreement on the effect of
23 disclosure of a communication or information covered by the attorney-client
24 privilege or work product protection, the parties may incorporate their agreement
25 in the stipulated protective order submitted to the court.

26 **X. MISCELLANEOUS**

27 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 Right to Assert Other Objections. By stipulating to the entry of this
2 Order, no Party waives any right it otherwise would have to object to disclosing or
3 producing any information or item on any ground not addressed in this Order.

4 Similarly, no Party waives any right to object on any ground to use in
5 evidence of any of the material covered by this Order.

6 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5.

8 **XI. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated in this
12 Action as “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the
17 subpoena or order is subject to this Protective Order. Such notification shall
18 include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected.
21 If the Designating Party timely seeks a protective order, the Party served with
22 the subpoena or court order shall not produce any information designated in this
23 action as “CONFIDENTIAL” before a determination by the court from which the
24 subpoena or order issued, unless the Party has obtained the Designating Party’s
25 permission. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this
28 Action to disobey a lawful directive from another court.

1 **XII. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by
4 a Non-Party in this Action and designated as "CONFIDENTIAL." Such
5 information produced by Non-Parties in connection with this litigation is protected
6 by the remedies and relief provided by this Order. Nothing in these provisions
7 should be construed as prohibiting a Non-Party from seeking additional
8 protections.

9 (b) In the event that a Party is required, by a valid discovery request,
10 to produce a Non-Party's confidential information in its possession, and the
11 Party is subject to an agreement with the Non-Party not to produce the Non-
12 Party's confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the
20 Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within
22 14 days of receiving the notice and accompanying information, the Receiving
23 Party may produce the Non-Party's confidential information responsive to the
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving
25 Party shall not produce any information in its possession or control that is subject
26 to the confidentiality agreement with the Non-Party before a determination by the
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden
28 and expense of seeking protection in this court of its Protected Material.

1 **XIII. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section VI, supra,
3 within 60 days of a written request by the Designating Party, each Receiving Party
4 must return all Protected Material to the Producing Party or destroy such material.
5 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of
7 the Protected Material. Whether the Protected Material is returned or destroyed,
8 the Receiving Party must submit a written certification to the Producing Party
9 (and, if not the same person or entity, to the Designating Party) by the 60 day
10 deadline that (1) identifies (by category, where appropriate) all the Protected
11 Material that was returned or destroyed and (2) affirms that the Receiving Party
12 has not retained any copies, abstracts, compilations, summaries or any other
13 format reproducing or capturing any of the Protected Material. Notwithstanding
14 this provision, Counsel are entitled to retain an archival copy of all pleadings,
15 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
16 correspondence, deposition and trial exhibits, expert reports, attorney work
17 product, and consultant and expert work product, even if such materials contain
18 Protected Material. Any such archival copies that contain or constitute Protected
19 Material remain subject to this Order as set forth in Section VI, supra.

20 **XIV. AGREEMENT**

21 1. This Stipulated Protective Order will apply to all Confidential
22 Information. Confidential information is information (regardless of how it is
23 generated, stored or maintained) or tangible things that qualify for protection
24 under California Code of Civil Procedure. The protections conferred by this
25 Stipulation and Order cover not only Confidential Information (as defined above),
26 but also (1) any information copied or extracted from Confidential Information;
27 (2) all copies, excerpts, summaries, or compilations of Confidential Information;
28 and (3) any testimony, conversations, or presentations by Parties or their Counsel

1 (as defined by Sections 4.8 and 4.10) that might reveal Confidential Information.
2 Any use of Confidential Information at trial shall be governed by the orders of the
3 trial judge. This Order does not govern the use of Confidential Information at trial.

4 2. Confidential Information will be used by the party to whom it is
5 disclosed only in this action. A designated party will not use any Confidential
6 Information for any business or competitive purposes.

7 3. Unless otherwise ordered by the court or permitted in writing by the
8 Designating Party, a Receiving Party may only disclose Confidential Information
9 to the following:

10 (a) the Receiving Party's General Counsel of Record in this
11 Action, as well as employees of said General Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
15 this Action;

16 (c) experts (as defined in this Order) of the Receiving Party to
17 whom disclosure is reasonably necessary for this Action and who have signed the
18 "Acknowledgment and Agreement to Be Bound," attached and hereafter referred
19 to as "Exhibit A."

20 (d) the court and its personnel;
21 (e) court reporters and their staff;
22 (f) professional jury or trial consultants, mock jurors, and
23 Professional Vendors to whom disclosure is reasonably necessary for this Action
24 and who have signed Exhibit A.

25 (g) the author or recipient of a document containing the
26 information or a custodian or other person who otherwise possessed or knew the
27 information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign Exhibit A; and (2) they will not be permitted to keep any Confidential Information unless they sign Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Information may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

4. Counsel to whom Confidential Information is disclosed or produced will be responsible for ensuring that parties and other persons to whom Confidential Information may be disclosed are informed of the terms of this Stipulated Protective Order, but that no one, other than the persons specified in paragraph 3, is informed of the substance of any Confidential Information disclosed or produced. Before disclosing Confidential Information to any other person, counsel will obtain from that person a written agreement to be bound by the terms of this Stipulated Protective Order by securing an executed agreement in the form of Exhibit A.

5. Any document or tangible thing designated as Confidential Information that is identified as an exhibit in connection with testimony given in these proceedings will be marked with the label "Confidential Information," and any testimony concerning the document or thing will also be considered Confidential Information and will be subject to the terms of this Stipulated Protective Order.

6. Counsel who seeks to file with the court clerk Confidential Information in the form of a document, interrogatory answer, deposition

1 transcript, pleading, or other record or tangible item will ask the Court to direct
2 that this Confidential Information be filed under seal, specifically marked as
3 Confidential Information subject to this Stipulated Protective Order, and kept in a
4 safe and secure place and not in files open to public inspection.

5 7. On final disposition of this action, counsel for any party having
6 possession, custody, or control of Confidential Information produced in the course
7 of discovery in this action will promptly return all original documents and tangible
8 items covered by this Order to counsel for the designated party who produced
9 them and will destroy all copies, transcripts, notes, summaries, compilations and
10 extracts which reproduce, capture or contain containing Confidential Information
11 except those marked as exhibits during trial.

12 8. Nothing in this Stipulated Protective Order (a) affects, in any way,
13 the admissibility of any documents, testimony, or other evidence at trial or (b)
14 restricts the use of information obtained from sources other than discovery
15 conducted under the terms of this Stipulated Protective Order.

16 9. This Stipulated Protective Order may be modified by agreement of
17 the parties, subject to approval of the Court.
18

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

20
21 DATED: 10/10/2019

22 By: 
23 HON. JOHN E. MCDERMOTT
24 United States Magistrate Judge
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name],
of _____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court or
the Central District of California on [date] in the case of *Joseph Charles Evans v.*
County of Los Angeles et al., Case No. 2:19-cv-00793 MWF (JEMx). I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order. I further agree to submit to the jurisdiction of
the United States District Court for the Central District of California for
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name]

appoint _____ [print or type full name]
of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: